

EXHIBIT TERMS AND CONDITIONS

1. BOOTH CONTRACT TERMS AND SIGNATURE

A. Your signature on this exhibit space application constitutes a legally binding contract between the Northwest Food Show, hereinafter referred to as "Show Management", and the Exhibiting Company, hereinafter referred to as "Exhibitor". The venue, the Portland Expo Center, is hereinafter referred to as the PEC".

2. PAYMENTS

A. **Minimum Deposit of \$500 per booth space, must accompany all applications with remaining balances received by December 1, 2018. Booths reserved after December 1st must be paid in full at sign up. Exhibitors not paid in full by December 1st will not be listed in the show guide,** and risk being relocated on the show floor and having their exhibit space reassigned to an exhibitor making payment in full. Show Management reserves the right to terminate booth space reserved for any exhibitor not paid in full after this date. Exhibitors with balances due at show time will not be allowed to exhibit.

Make checks payable to:

Northwest Food Show, PO Box 110849, Tacoma, WA 98411.

Returned checks will be charged a fee of \$40.

B. Booth payment includes exhibit space, 8' back drape, 3' side drape, one 7"x44" booth ID sign, 5 staff badges per booth, and one trash receptacle. Not included are carpet, which is mandatory, and utilities, such as electricity, gas, water & drain connections, and telecommunications (all optional). All exhibitor furniture, services and utilities must be paid separately and will be available for order online beginning December, 2018.

3. BOOTH SPACE RESERVATIONS

A. Every effort will be made by Show Management to assign space according to Exhibitor's preference; however, Show Management reserves the right to allocate space, and such selection shall be binding on the Exhibitor. While every effort will be made to not change booth assignments once they have been made, Show Management reserves the right to do so if necessary, or if it is in the interest of the show to do so, and can not be held liable for booth space changes.

B. In the event that the Show shall not be held for any reason whatsoever, then and thereupon lease of space to the Exhibitor shall be terminated. In such case, the limit of claim for damages or compensation to Exhibitor shall be limited to the amount paid for such space.

4. CANCELLATIONS, SPACE REDUCTIONS AND REFUNDS

A. **All cancellations and space reductions must be received in writing. All deposits nonrefundable. Cancellations will be refunded as follows:**

| | |
|-------------------------|---|
| Though June, 30, 2018 | 100% of booth cost (excluding deposits) |
| July 1 – Sept. 30, 2018 | 75% of booth cost refunded (excluding deposits) |
| Oct. 1 – Dec. 31, 2018 | 50% of booth cost refunded (excluding deposits) |
| Jan. 1 – Feb. 13, 2019 | 25% of booth cost refunded (excluding deposits) |

Due to the difficulty in filling space in the 60 days prior to the show, **Exhibitors canceling or reducing space after Feb. 13, 2019 will be liable for the full cost of exhibit space being forfeited.** Exhibitors who fail to show up at the Show will be liable for 100% of booth cost.

5. USE AND OPERATION OF BOOTH SPACE

A. No Exhibitor shall assign, sublet or share booth space with an additional business without notification of and approval by Show Management. Exhibitors are not permitted to feature names of non-exhibiting manufacturers, distributors or agents in their booth except those of parent, subsidiary, or affiliated companies. Only employees or representatives of the persons or firms renting space will be permitted in the booth area after the exhibition has commenced.

B. Exhibitor is entirely responsible for the space leased to them and agrees to reimburse the owner for any damage to floors, walls or rented equipment in the leased space, as well as for damage elsewhere on the Show premises incurred as a result of their actions.

C. Persons or companies conducting business without permission and a signed Exhibit Booth Application will be subject to immediate removal.

D. Exhibitor must have a representative in the booth during all show hours. Dismantling of exhibits and commencement of tear down prior to the formal close of Show is not allowed.

E. Show management reserves the right to decline or prohibit any exhibit or part of an exhibit which in its opinion is deemed unsafe, inappropriate, offensive, is of shoddy construction or poor quality, or is otherwise out of character with the show. This includes the conduct and comportment of persons, clothing or costumes, booth displays, printed matter, souvenirs, or anything that in the opinion of Show Management reflects poorly on the show.

F. In the event that Show Management is required to exercise the right laid out in section 5E, Exhibitor shall not be entitled to a full or partial refund or compensation of any sort.

G. **Structural Requirements: Show Management has the right to prohibit any exhibit or part of an exhibit which does not adhere to the following:**

1. Must not exceed eight feet (8') in height anywhere within five feet (5') from the back and must have a professionally finished appearance.
2. Must not exceed four feet (4') in height anywhere within five feet (5') from the aisle so as to preserve the line of sight to adjacent exhibits..
3. End-Cap booths with a backwall display must allow a minimum 3 feet (3') open margins from aisles on each side to preserve the line of sight to exhibits located behind the backwall.

H. **Booth Variances:** Exhibitors with booths exceeding the structural requirements above must submit, in writing, a "Booth Variance Request" for approval of design by Show Management. Such request must include a description of the exhibit and an illustration indicating length, width and height measurements. Exhibitors whose booths do not meet the structural requirement of the show and who have not received approval of their booth variance may be asked to remove or dismantle, without compensation, the part of their booth that is out of compliance.

I. Unauthorized use of copyrighted material, whether printed, recorded, or live, is forbidden. Exhibitor agrees to indemnify Show Management and all Show agents against any penalties or legal fees arising from the unauthorized use of intellectual property.

J. The use of helium filled balloons in the booth or anywhere on the show floor is not permitted due to hazards presented by their coming into contact with the hall's halogen lights.

K. Each exhibitor is charged with knowledge of all Show policies, laws, ordinances and regulations pertaining to health, fire prevention, public safety, and alcohol sampling. Compliance with all of the above is mandatory. Penalties resulting from non-compliance with any of the above are the sole responsibility of the Exhibitor.

L. If unusual equipment is to be installed or if appliances that might come under applicable fire codes are to be used, Exhibitor shall communicate requirement to Show Manager for information concerning facilities and regulations. Such unusual equipment must receive Show Management approval no less than four weeks prior to the opening of the Show.

M. Exhibitors are permitted to sell products and equipment on site for use at attendee establishments, provided the product is not an alcoholic beverage and is not for on site consumption. All Exhibitors, including vendors of alcoholic beverages, may take orders for future sales.

6. USE OF AISLE / ENTRANCE SPACE AND SOUND LEVELS

A. Aisle space and entrances are under the control of Show Management. Any portion or feature of the exhibit booth which extends beyond the boundaries of rented space is prohibited. Musical instruments, audio equipment or other noise making or amplification devices shall be operated at a level that does not interfere with other exhibitors. Show Management shall be the sole judge of what constitutes appropriate sound levels.

7. HEATING AND COOKING IN BOOTHS

A. Exhibitors intending to heat or cook product, or otherwise have an open flame in their booth must notify Show Management. Propane tanks of any sort are not allowed. Butane stoves with canisters of 8oz or less are acceptable. Any exhibitor heating or cooking food must have an approved fire extinguisher. Exhibitors frying or deep frying must have a K-Type extinguisher. Any cooking or heating which produces smoke is not allowed. Exhibitors unsure whether the type of cooking or heating they are planning on doing from their booth is acceptable should contact show management at least 30 days prior to the show.

8. SAMPLING OF FOOD AND NON-ALCOHOLIC BEVERAGES

A. Exhibitors who manufacture, process or distribute food as a normal course of their business may distribute food samples, provided samples are no larger than bite sized portions.

B. Beverage samples must be no larger than three (3) ounces, and served in containers no larger than 3.5 ounces.

C. Exhibitors who do not manufacture, process or distribute food as a normal course of their business may give away consumable products designed to market their company or products, or to entice exhibitors to their booth, provided the products are printed or logoed with the exhibiting company's identity, are bite sized, and have been approved by show management.

9. SAMPLING OF ALCOHOLIC BEVERAGES

A. Exhibitors for whom alcoholic beverages are a normal part of their business may offer samples of their products, providing:

1. Show Management has been notified.
2. **Beer samples contain no more than 3 oz. per serving in a cup no larger than 6 oz.**
3. **Wine samples contain no more than 1.5 oz. in a cup no larger than 3.5 oz.**
4. **Liquor samples contain no more than 1/2 oz. in a cup no larger than 1 oz.**
5. Exhibiting companies must be OLCC certified, and servers must have their server permits with them and available for inspection.
6. Exhibitor has obtained and mailed / faxed proof of, not less than thirty (30) days prior to the Show, a liquor liability endorsement of not less than one \$1 million, naming the Northwest Food Show, LLC, as an additional insured party.

B. Exhibitors serving samples of alcoholic beverages must adhere to all Show Policies, and city, state and federal laws which govern the serving of alcoholic beverages. Exhibitor agrees to hold harmless and indemnify Show Management and all agents of the Northwest Food Show and PEC for any fines or penalties resulting from Exhibitor non-compliance or violation of alcohol serving rules and regulations, or city, state or federal laws. Exhibitor agrees to assume responsibility for any fines or violations incurred by the Northwest Food Show for that Exhibitor's non-compliance or violation of alcohol serving rules and regulations, or city, state or federal laws.

10. INSURANCE AND LIABILITY

A. All Exhibitor property is understood to remain under its custody and control in transit to and from the Show and while it is in the confines of the PEC. Neither Show Management, the Official Show Contractor, the management of the PEC, or any agents of the above mentioned entities, are responsible for the safety of Exhibitor property from theft, or damage caused by accident, vandalism or other causes. Exhibitor expressly waives and releases any claim or demand it may have against any of them for any damage or loss of Exhibitor property. Show Management will provide evening security services but does not maintain insurance covering Exhibitor property. *It is strongly suggested that Exhibitor maintain adequate coverage, at their own expense, for property loss or damage, and liability for personal injury.*

B. Upon signing the application, the Exhibitor releases and agrees to defend and indemnify Show Management and all agents thereof, and to hold them harmless from any suit or claim, including attorney fees, expenses, and costs related to property damage and / or personal injury arising out of Exhibitor's participation in the Show.

C. Show Management assumes no liability for Show cancellation or disruption for any cause, including, but not limited to partial or total destruction of the premises by natural disaster, fire, acts of terrorism, war, labor action, or any other cause, accidental or intentional, beyond the control of Show Management. In the event of any of the above, Show Management assumes no liability for loss of business or fulfillment of the contract for space.

11. MISCELLANEOUS POLICIES

A. **Age Requirement:** No one under 16 years of age, including infants, will be permitted on the Show floor at any time. This includes during set-up and tear down, as well as the show itself. Show Management reserves the right to request proof of age.

B. **Live Animals:** No live animals other than assistance animals are allowed.

C. **Other Regulations:** Any and all matters not specifically covered by the preceding terms and conditions, or rules and regulations referred to, shall be subject solely to the decision of Show Management. Show Management shall have sole authority to interpret, amend and enforce these rules and regulations, provided exhibitors receive notice of any amendments when made. Each Exhibitor, and its employees, agrees to abide by the foregoing rules and regulations, and by any amendments or additions thereto. Exhibitors or their representatives who fail to observe these conditions of contract, or, who, in the opinion of Show Management, conduct themselves unethically, may be immediately dismissed from the exhibit area without refund or other appeal.